

# EXHIBIT A

## Law Offices of Attorney Nick Yousif, LLC

157 Belmont Street  
Brockton, MA 02301  
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July 27, 2022

To: Select Portfolio Servicing  
P.O. Box 65277  
Salt Lake City, UT 84165

**Re: Lisa A. Bowen  
48 Lantern Lane, Pembroke, MA 02359**

To Whom It May Concern:

Please treat this letter as a "notice of error" and "request for information" under the Real Estate Settlement Procedures Act, 12 U.S.C. § 2605(e), and Regulation X, 12 C.F.R. §§ 1024.35, 1024.36. This request is made on behalf of my client, Lisa Bowen based on his dispute of the amount you allege he owes. To be clear, we are disputing the validity of the current debt you claim that Lisa owes, including without limitation, the principal balance, calculated monthly payment, assessed costs, calculated escrow payment, and any fees claimed to be owed by any trust or entity you may represent or service.

Specifically, please provide the following information to my firm's address above:

1. The monthly principal and interest payment, and monthly escrow payment for the history of the account.
2. The total amount, separately listed and identified, for any unpaid principal, interest, escrow charges, and other charges due and owing as of the date of receipt of this letter.
3. The total amount paid by my client on the mortgage account as of the date of the notice of default.
4. A schedule of all transactions credited or debited to the mortgage loan account, including any escrow account and any suspense account. This should include for each payment received for the entire history of this loan, the amount of the payment, the date received, the date posted to the account, how the payment was applied or credited (indicating the portion, if any, applied or credited to the principal, interest, escrow, suspense, or other treatment), and the month to which the payment was applied. If interest is calculated using a daily accrual accounting

method, indicate for each payment the number of days that lapsed from the prior payment application date.

5. The amount, payment date, purpose, and recipient of all foreclosure expenses, all assessed fees and costs, late charged, NSF check charges, appraisal fees, property inspection/preservation fees, force placed insurance charges, legal fees, bankruptcy/proof of claim fees, recoverable corporate advances, and other expenses or costs that have been charged and/or assessed to my client's mortgage account for the entire history of the loan, including but not limited to copies of all invoices and receipts associated with bills, costs, attorney's fees, assessed or otherwise.
6. Any contract or state statute relied upon to charge and/or collect any money from my client.
7. The amount, payment date, purpose, and recipient of all escrow account items, including but not limited to taxes, water and sewer charges, and insurance premiums, charged and/or assessed to my client's mortgage account for the entire history of the loan.
8. A breakdown of the current escrow account payment showing how it was calculated and the reasons for any increase or decrease in the months prior to the receipt of this letter. Indicate the date when the last escrow account analysis was conducted on the mortgage account.
9. The current interest rate on my client's mortgage account.
10. The transaction codes used by electronic servicing system of Select Portfolio Servicing that will assist in understanding the entries for transactions listed in the information provided in response to this request.
11. Any notes created by personnel of Select Portfolio Servicing reflecting communications with my client about your claim that the account is in default, and my client's request for loss mitigation assistance.
12. A copy of any and all documents demonstrating that Select Portfolio Servicing put my client on notice of payments to vendors for assessed costs, including invoices and receipts for such fees and costs as well as any documents or law relied upon to assess any such costs.
13. A copy of my client's complete file as maintained by Select Portfolio Servicing including all account notes, screens, information or documents as maintained in your software system or any other source readily available to Select Portfolio Servicing.
14. The entire loan file and escrow file at the time of closing of my client's residential mortgage loan, including, without limitation, all written disclosures provided to my client, including but not limited to: the promissory notes, trust deed, title policy, final settlement statement, final closing statement, and HUD-1.
15. All files and documents, including without limitation, and servicing file, provided to or received by Select Portfolio Servicing or any other loan servicer at any time before, during, or after the closing of my client's residential mortgage loan.

16. All files and documents, including without limitation, and servicing file, provided to or received by Select Portfolio Servicing or any other loan servicer at any time before, during, or after the closing of my client's residential mortgage loan.
17. A copy of any and all recordings of my client or any other person concerning my client's account.
18. A copy of any and all transcripts of conversations with my client or any other person concerning my client's account.
19. A summary of your regular reporting on my account(s) to any and all Credit Reporting Agencies, including but not limited to, Experian, Equifax, TransUnion, and CBC Innovis ("the CRAs"). This regular reporting may include, but is not limited to, a month-by-month e-OSCAR report
20. Any and all information, evidence, documents, reports and/or data you sent to or received from any of the CRAs.
21. Any and all Automated Universal Data ("AUD") forms you sent to any of the CRAs and/or any instructions to send Carbon Copy Reinvestigations to other CRAs in response to either an ACDV or, as applicable, a Dispute Response Notification.
22. Any and all Automated Consumer Dispute Verification ("ACDV") requests you received from any of CRAs.
23. Any and all ACDV Responses you sent to any of the CRAs.
24. Any and all Dispute Response Notifications ("DRNS") you received from any of the CRAs and any response to the DRNS, including but not limited to AUDs to the original CRA or other CRAs. If your response included any of the information requested in #1 above, please specify the same.
25. If You transmitted any of the information requested above via a third party, any confirmation You received from that Third Party that the information had been transmitted as instructed. If You received no confirmation to any of the applicable information, please specify the information for which You received no confirmation.
26. Any consumer reports, credit reports, or other credit information obtained regarding me pursuant to 15 U.S.C. §1681b within the two (2) years prior to the date you receive this information request. In responding to this request please state for each computer report obtained about me 1) the date the inquiry/pull was done and 2) the purpose of accessing my consumer report.

To the extent that Select Portfolio Servicing has charged to my client's mortgage account any late fees, appraisal fees, broker price opinion fees, property inspection/preservation fees, legal fees, recoverable corporate advances, and other fees or costs in connection with the notice of default and Select Portfolio Servicing's claim that the account was in default, my client disputes such fees and costs, and specifically requests that the account be corrected to delete such fees and costs.

Respectfully,

/s/ Nick Yousif  
Nick Yousif, Esq.  
Attorney for Lisa Bowen

Encl: Power of Attorney

**POWER OF ATTORNEY**

I [We] Lisa Bowen with social security number (s) XXXXXXXXXX  
residing  
at 48 Lantern Ln, Pembroke 02359 do  
hereby appoint Nick Yousif, Esquire, and **staff** of The Law Office of Attorney  
Nick Yousif (Telephone: 508-588-7300, Fax: 508-588-7303) my[our] true and  
lawful attorney in fact, for me [us] and in my [our] name, place and stead, and for  
my [our] use and benefit, the power and authority to speak and negotiate with  
counsel and/or representative(s) of SPS with respect to  
account number XXXXXXXXXX

Signed and dated this ...20th.....day of .....April....., 2022.

The Power of Attorney will expire in one year from this date.

Signature[s]: Lisa A. Bowen

Date[s] of Birth 11 / 21 / 63 , / /19

On this 20<sup>th</sup> day of April, 2022, before me, the undersigned notary  
public, personally appeared Lisa Bowen (name of document  
signer), proved to me through satisfactory evidence of identification, which were  
driving license, to be the person whose name is signed on the  
proceeding or attached document, and acknowledged to me that he or she signed  
it voluntarily for its stated purpose.

Signed: Nicola S. Yousif

My Commission Expires:

3-20-26

